

GUEST SCHOOL AGREEMENT

This Guest School Agreement (this "Agreement") is entered into by and between Louisiana State University the "Guest School") and Chaminade University of Honolulu ("Chaminade") as of July 9, 2015 (the "Effective Date").

WHEREAS, Chaminade annually hosts a men's collegiate multi-team basketball event currently known as "Maui Jim Maui Invitational Hosted by Chaminade University" under the bylaws of the National Collegiate Athletic Association (the "NCAA") (currently listed under the multi event classification as defined in NCAA Bylaws Section 17.3.5.1.1 of the 2011-2012 NCAA Division I Manual) which takes place over a fourteen (14) day period and consists of basketball games held at various guest school's arenas (the "Opening Game(s)") followed by basketball games held at the Lahaina Civic Center in Lahaina, Hawaii (the "Lahaina Games") (together, the Opening Games and Lahaina Games shall be referred to as the "Tournament");

WHEREAS, Guest School agrees to (i) host one (1) Opening Game at the Guest School's arena and will participate in three (3) Lahaina Games during the Tournament; and

WHEREAS, the Guest School desires to cause its men's basketball team (the "Team"), the head coach of the Team (the "Coach") and all assistant coaches of the Team (the "Staff") to appear at and participate in the Tournament under the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) GRANT OF PARTICIPATION IN THE TOURNAMENT. Subject to the terms and conditions set forth herein, Chaminade grants to the Guest School, and the Guest School hereby accepts from Chaminade, the right of participation in the Tournament for 2017 (the "Tournament Year").
- 2) TITLE OF TOURNAMENT. During the Tournament Year, it is anticipated that the Tournament shall be titled the "Maui Jim Maui Invitational Hosted by Chaminade University." Such title is subject to change and Chaminade shall provide the Guest School with notice of any name change. The Guest School and its affiliate shall refer to the Tournament with such title in all circumstances.
- 3) LOCATION AND DATES OF TOURNAMENT.
 - a) During the Tournament Year, the Lahaina Games are scheduled to be held at the Lahaina Civic Center in Lahaina, Hawaii (the "Arena") on the Island of Maui on the following dates: November 20 through November 22 in 2017.
 - i) Such location and dates are subject to change and Chaminade shall provide the Guest School with notice of any changes. For purposes of this Agreement, "Lahaina Games Week" shall mean the Friday prior to the start of the dates stated above through the Saturday after the Tournament dates stated above (e.g., for the 2017 Tournament, the Tournament Week shall mean November 17, 2017 through November 25, 2017).
 - b) During the Tournament Year, the Opening Game will take place at the Guest School's customary arena for home games prior to the Guest School's participation in the 2017 Lahaina Games. The Opening Game must take place between the Friday (ten days preceding) and the Thursday

immediately preceding the start of Lahaina Games. The Opening Game date is subject to Chaminade's approval.

4) OBLIGATIONS OF GUEST SCHOOL. During the Term, the Guest School shall:

- a) Cause the Team, the Coach and the Staff to appear at and participate in the Tournament, including the Opening Game and Lahaina Games and related activities (as set forth below) and perform all duties as provided in "Exhibit A" to this Agreement, attached hereto and incorporated herein by reference.
- b) During the Lahaina Games, use products and services of the Tournament that are customary to the context of a basketball game (excluding team uniforms, shoes and other Guest School licensed apparel), as requested by Chaminade or its representatives.
- c) Promote and publicize the Guest School's participation in the Tournament, including the Opening Game and Lahaina Games. In all such promotions and publicity, the Guest School shall refer to the Tournament as specified in Section 2 above. At a minimum, the Guest School shall in connection with the Tournament:
 - i) Mail and or email, at its sole expense, to alumni of the Guest School and all boosters and all season ticket holders of the Guest School's basketball program, at least four Tournament related solicitations with promotional and travel package information for the Lahaina Games provided to the Guest School by Chaminade. Solicitations to occur during: (1) Thanksgiving week one (1) year prior to participation; (2) January of participating Tournament year; (3) during March Madness of participating Tournament Year; and (4) May of participating Tournament Year.
 - ii) Establish on the men's basketball page of the Guest School's department of athletics' Web site (the "Guest School Site") (such Guest School Site currently located at <http://www.lsusports.net/> or any successor or replacement Guest School Site) the Tournament logo with a hypertext protocol link to the Tournament Web site (the "Tournament Site") (such Tournament Site currently located at <http://www.mauiinvitational.com> or any successor or replacement Maui Invitational Tournament Site) no later than the start of the 2017 NCAA's March Madness tournament and remain posted through the conclusion of the Tournament during the Tournament Year.
 - iii) Prior to the Tournament the guest school shall provide an in-venue PA and/or Video Board spot during the 2016 and 2017 basketball season and the 2017 football seasons. Layout and artwork for the advertising space shall be provided by Chaminade to the Guest School.
 - iv) Work with Chaminade to provide on-campus opportunities for to present a Tournament surfboard, dates to be mutually agreed upon:
 - (1) During an in-conference basketball game during the 2016-2017 basketball season;
 - (2) To the basketball team and head coach during the Fall prior to the team's participation in that year's Tournament (e.g., Midnight Madness event, home football game, etc.).
- d) In connection with the Opening Game, Guest School shall:

- i) Arrange, at its sole cost and expense, all staging elements and details to host the Opening Game consistent with any other home in-season game as mandated by NCAA, including facility management as well compliance with all local and state laws and ordinances. Guest School's responsibilities shall include, but not be limited to, providing at its sole cost and expense, facilities and all equipment necessary for playing and hosting the Opening Game (lighting, heating, basketballs, scoreboard, shot clock, scorekeeper, announcer, game officials, ticket management, concession and merchandise sales, guest service operations, crowd control and security, media and press row operations, cleaning services, etc.).
- ii) Pay an appearance fee in the amount of Eighty-Five Thousand Dollars (\$85,000) directly to the Opening Game opponent team ("Opponent Team") for the Opponent Team's participation under the rules defined by the NCAA Bylaws. (Currently listed under the multi event classification as defined in Section 17.3.5.1.1 of the 2011-2012 NCAA Division I Manual.) The appearance fee will cover any travel expenses incurred by the Opponent Team for participation in the Opening Game. Selection of the Opponent Team is the responsibility of Chaminade.
- iii) Provide KemperLesnik Communications, Inc. with a set appearance fee of Thirty-Five Thousand Dollars (\$35,000) to cover Chaminade's costs in the administration and marketing of the Tournament due thirty (30) days following the Opening Game.
- iv) Provide Chaminade signage display opportunity for the Tournament within the arena, including but not limited to full on-court rotating signage (or equivalent, LED, static banner, etc., or whatever the case may be in Guest School's arena), in-Arena announcements, etc. Notwithstanding the foregoing, as long as provided by Chaminade, Chaminade shall be permitted to:
 - (1) Chaminade acknowledges that Guest School and Guest School's arena may have existing agreements for sponsorship, signage and/or media rights. Notwithstanding the foregoing, the Tournament logo (that may include logos of the Tournament sponsor(s)) shall be included in the signage for the Opening Game.
 - (2) In the event that, at the time of the Opening Game, Guest School and Chaminade have entered to conflicting agreements with sponsors, Guest School and Chaminade will work together in good faith with each other and their sponsors to reach a mutually acceptable solution to the conflict.
- v) Provide installation of signage, including but not limited to, floor decals at the direction of Chaminade.
- vi) Provide promotional opportunities to Chaminade at the Opening Game, subject to Guest School's approval;
- vii) Provide Chaminade the opportunity to sell within the Guest School's existing merchandise site during the Opening Game, subject to Guest School's approval;
- viii) Manage, issue and cover any and all expenses as it relates to game tickets and credentials specifically for the Opening Game. The Guest School will retain all ticket monies over and above what is outlined below. The Guest School will provide Chaminade and the Opponent Team with the following Opening Game tickets for each game:

- (1) Forty (40) tickets in the section customarily provided for the competing team for distribution by the Opponent Team;
 - (2) Ten (10) tickets for use by Chaminade.
- ix) Wear regular season uniforms, warm ups, shooting shirts, shoes, etc. during the Tournament unless otherwise agreed to by Chaminade.
- 5) TERM. This Agreement shall commence as of the Effective Date and shall expire as of December 31, 2017, unless earlier terminated in accordance with the terms of this Agreement (the "Term").
- 6) RULES OF TOURNAMENT PLAY. The rules of the NCAA will govern all games played during the Tournament.
- 7) OFFICIALS. Game and table officials for the Lahaina Games will be assigned by the NCAA Tournament Officials Coordinator or a similarly qualified individual. Game and table officials for the Opening Game will be the responsibility of the Guest School (as set forth above in Section 4(c)(ii)).
- 8) CONDUCT; RULES AND REGULATIONS. The Team, the Coach and the Staff shall abide by all rules and regulations imposed by Chaminade, the host hotels or other third party service providers in connection with the Tournament. As further set forth in Section 15, the Coach and the Staff shall be responsible for the behavior and conduct of the Team in connection with all aspects of the Tournament at all times during the Tournament and all Tournament-related activities.
- 9) REIMBURSEMENT. In consideration of the obligations of the Guest School set forth in this Agreement, Chaminade shall reimburse the Guest School as provided in "Exhibit B" to this Agreement, attached hereto and incorporated herein by reference (the "Reimbursement").
- 10) GRANT OF LICENSE AND RIGHT OF FAIR USE.
 - a) Solely in connection with the Tournament (including the promotion and publicity thereof), the Guest School grants Chaminade the following:
 - i) To establish on the Tournament website a hypertext protocol link to the Guest School Site.
 - ii) To use the Guest School's name, nicknames, mascot name and image, logo, graphics, trademarks associated with the Guest School and the Team and any and all other recognizable trademarks or references to the Guest School (collectively, the "Guest School Marks") and the right to reproduce images of the Guest School and its Team, the Coach and the Staff, including, without limitation, video, photographs and drawings, all used in connection with:
 - (1) Tournament-related merchandise, apparel and other like products (subject to the prior written approval of the Licensing Director of the Guest School), which approval shall not be unreasonably withheld, conditioned or delayed);
 - (2) Pre-event advertisement, promotion and marketing of the Tournament in any media (now known or hereafter created), including but not limited to television, radio, print and the Internet;
 - (3) Tournament related materials (i.e. tickets, media guides, banners); and

- (4) Publication, broadcast, rebroadcast or other dissemination of the Guest School's participation in the Tournament or activities (in whole or in part) in any media (now known or hereafter created), including but not limited to television, radio, podcasting, print, wireless, Internet and home audio and video products and the use of any footage obtained in connection with the Tournament to be broadcast at any time during or after the Tournament. Section 10(a)(ii)(4) is subject to the provisions of Section 12 below with respect to the Opening Game only;
 - b) Chaminade may transfer or assign the rights under this Section 10 to a third party so long as the third party abides by the terms herein.
 - c) Subject to the provisions of Section 12 below with respect to the Opening Game only, Chaminade and third parties shall continue to have the right to make fair use of the Guest School Marks subsequent to the Term of this Agreement for purposes of historical or factual documentation and reporting of the Tournament, including, but not limited to, rebroadcasts of Lahaina Games in any media, publications of lists of teams participating in past Tournaments and promotional items listing teams participating in past Tournaments.
 - d) Except as expressly provided in this Agreement, Chaminade shall retain all Tournament related rights and such right shall be the sole property of Chaminade and Chaminade shall have the sole right to all revenues arising from such rights.
- 11) REVENUE RIGHTS FOR LAHAINA GAMES. Without limiting the provisions of Section 10 (GRANT OF LICENSE AND RIGHT OF FAIR USE), which shall be fully applicable to the Opening Game as well as the Lahaina Games, the Guest School agrees and acknowledges that Chaminade exclusively owns all sponsorship, signage, promotional and advertising, relating in any way to the Lahaina Games (collectively, the "Revenue Rights"). Such Revenue Rights shall be exclusive to Chaminade and its transferees, and the Guest School shall not grant any such Revenue Rights or any similar rights to any other person or entity.
- 12) BROADCAST RIGHTS FOR OPENING GAME. Notwithstanding anything herein to the contrary, any television, radio, film, internet, electronic or other broadcast rights to or interests in, any game in which Participant is involved for the opening game of the Event at the Guest Schools customary building for home games shall be subject to the terms of the Southeastern Conference media rights agreements.

Guest School shall work with the Opponent Team regarding the right to allow radio broadcasting by the Opponent Team's designated local radio outlet.

13) TERMINATION.

- a) Chaminade shall have the right to terminate this Agreement immediately upon written notice to the Guest School if:
 - i) the NCAA fails, for any reason, to grant a certification for the Tournament;
 - ii) the Tournament is canceled for any reason; or
 - iii) the Guest School, the Coach or any Staff or Team member fails to perform any obligation provided in this Agreement.

- b) The Guest School shall have the right to terminate this Agreement immediately upon written notice to Chaminade if:
 - i) the NCAA fails, for any reason, to grant a certification for the Tournament;
 - ii) the Tournament is canceled by Chaminade for any reason other than cancellation based upon the unavailability of the Team, the Coach or the Staff; or
 - iii) Chaminade is adjudicated insolvent or declares bankruptcy.

14) REPRESENTATIONS, WARRANTIES & COVENANTS.

- a) The Guest School represents, warrants and covenants that, as of the Effective Date and continuing throughout the Term:
 - i) There is no oral or written agreement, contract or understanding that would prevent, limit or hinder the performance of any of the obligations hereunder by the Guest School, the Coach or any of the Staff or Team members; and
 - ii) It has the full legal right and authority to enter into and fully perform this Agreement.
- b) Chaminade represents, warrants and covenants that, as of the Effective Date and continuing throughout the Term, it has full legal right and authority to enter into and fully perform this Agreement.

- 15) RESPONSIBILITY. The Guest School assumes full responsibility for the conduct and behavior of the Coach, the Staff and the Team in connection with all aspects of the Tournament and its participation in the Lahaina Games and Opening Games and at all times during the Tournament and any Tournament-related activities. Any damages caused by any of the foregoing shall be deducted from the Guest School's Reimbursement as described in Section 9 above. Additionally, the Guest School acknowledges and agrees that neither Chaminade nor KemperLesnik Communications, Inc. has any responsibility for or liability in connection with (a) any personal property or valuables brought in connection with the Tournament by any of the Coach, the Staff, any Team members and/or any other Guest School representatives; and (b) the travel to and from any game or related event of the Tournament by the Coach, the Staff, any Team members and/or any other Guest School representative. The Guest School shall advise all of the foregoing individuals NOT to bring anything of value to the Tournament. The Guest School shall maintain sufficient insurance to cover any damages and liabilities that may be incurred in connection with damage and/or loss of personal property as well as all liabilities in connection with travel.

- 16) LAHAINA TICKET TRAVEL PACKAGES: Chaminade's assigned Travel Agency will work directly and only with Guest School in offering official Lahaina Ticket Travel Packages to the Guest School boosters. A "Lahaina Ticket Travel Package" includes one general admission booster ticket to the three Guest School games at the Lahaina Civic Center ("Booster Ticket"), at least five night hotel accommodations (based on double occupancy) at a host hotel (such host hotels to be designated by Chaminade for the applicable Tournament Year) and on-island ground transportation to and from the airport as well as to and from the hotel to the Lahaina Civic Center. (Final composition of the official Tournament Ticket Travel Packages shall be determined by Chaminade.)

If by March 31, 2017, at least 200 Guest School Booster Tickets have not been sold as part of Lahaina Ticket Travel Packages, Guest School will be financially responsible for the deficiency of Booster Tickets and will purchase the remaining ticket difference. (For example, 200 less number of total

packages purchased.) These tickets are not to be sold or used in conjunction with any other travel package.

17) GENERAL PROVISIONS:

- a) Confidentiality. The Guest School shall not, nor shall it permit or cause its employees, agents or representatives to, disclose the financial or other terms of this Agreement, or any other confidential material or information disclosed to the Guest School (including information disclosed during audit), to any third party, except to its trustees or as may be required by law.
- b) Remedies. In the event the Guest School breaches this Agreement during the Term, Chaminade may proceed against the Guest School in any lawful way for satisfaction. Notwithstanding the foregoing, if at any time, the Guest School withdraws from the Tournament or does not participate in the entire Tournament as provided in this Agreement, the Guest School shall immediately pay Chaminade \$200,000.00 in liquidated damages unless the Guest School's withdrawal or failure to participate in the entire Tournament was due to a Force Majeure Event, as defined in Section 17(i). No action or failure to act by either party shall constitute a waiver of a right or duty afforded it or, constitute approval of or acquiescence in, a breach hereunder except as may be specifically agreed in writing. The remedies provided in this Agreement are cumulative, and shall not affect any other remedies at law or in equity. The exercise of any right or remedy herein shall be without prejudice to the right to exercise any other right or remedy provided herein, by law or in equity.
- c) Entire Agreement. This Agreement and the exhibits hereto contain the entire understanding between the parties with respect to the subject matter contemplated herein and supersedes all prior representations, agreements and understandings, oral or written. This Agreement may not be altered or amended except by a writing signed by both parties. No waiver by either party shall be deemed to constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement.
- d) Independent Contractor. The Guest School's performance of these services for Chaminade under this Agreement is in the capacity of an independent contractor. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee relationship or a joint venture or partnership relationship between the Guest School and Chaminade. The Guest School shall be responsible for all taxes based on compensation received under this Agreement, whether domestic or foreign, including but not limited to, payment of social security taxes (including but not limited to FICA, FUTA and Medicare) and any and all federal and state income taxes.
- e) Assignment. Neither party may assign this Agreement to any third party without the prior written consent of the other party hereto.
- f) Counterparts; Facsimile or E-mailed Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Agreement. Facsimile or scanned and e-mailed signature shall be as effective as an original signature.
- g) Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability

shall not effect, impair or invalidate any other term or provision herein, and such remaining terms and provisions shall remain in full force and effect.

- h) Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, riot, strikes, civil insurrection, acts of public officials, earthquake, hurricane, tornado, tsunami, volcanic eruption or other catastrophic natural event or act of God (any of the foregoing, a "Force Majeure Event").
- i) Notices. All notices necessary or desirable to be served hereunder shall be in writing and addressed to the party as set forth below and shall be: (1) personally delivered; (2) sent by certified mail with postage prepaid, return receipt requested; or (3) sent by nationally-recognized overnight delivery courier with postage prepaid. The addresses for the parties hereto shall be as follows:

For notices sent to Chaminade:

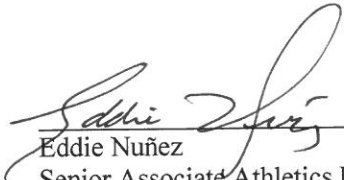
Chaminade University of Honolulu
c/o KemperLesnik Communications, Inc.
500 Skokie Blvd., Suite 444
Northbrook, IL 60062
ATTN: Tournament Director

For notices sent to Guest School:

Louisiana State University
LSU Athletics Administration Building
Baton Rouge, LA 70803
ATTN: Athletic Director

or such other address as either party hereto may designate for itself from time to time in a written notice served upon the other party hereto. Any notice will be deemed received (A) upon the date personal delivery is made, (B) three (3) business days after the date it is deposited in the mail, (C) one (1) business day after it is deposited with an overnight courier, or (D) the date upon which attempted delivery of such notice, whether by mail, overnight courier or personal delivery, is refused or rejected.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives as of the date first set forth above.


Eddie Nuñez
Senior Associate Athletics Director
Louisiana State University


William Villa
Director of Athletics
Chaminade University of Honolulu

EXHIBIT A

RESPONSIBILITIES OF TEAM, COACH & STAFF

- 1) The Team, the Coach and the Staff shall appear at and participate in the Opening Game, including one (1) regulation basketball game that is a certified contest as determined by the NCAA.
- 2) The Team, the Coach and the Staff shall appear at and participate in the Lahaina Games, including three (3) regulation basketball games that are certified contests as determined by the NCAA. The Team, the Coach and the Staff shall participate in one game per day on each day of the Lahaina Games. Lahaina Games are played in a winner/consolation bracket format. Game match-ups are at the sole discretion of Chaminade.
- 3) The Team, the Coach and the Staff shall use their best efforts to make themselves available to help promote the Tournament:
 - a) On campus surfboard presentation during the fall season prior to the Tournament;
 - b) Promotional interviews with the Tournament's television producer and other third parties as reasonably requested by Chaminade for publication, broadcast or other dissemination in any various media forms; and
 - c) Pre-recorded interviews in advance of the Tournament for use in promoting the Tournament by publication, broadcast or other dissemination in various media forms.
- 4) Unless otherwise indicated, the Team, the Coach and the Staff shall appear at and participate in all of the following activities related to the Lahaina Games (or other comparable substituted events as determined by Chaminade):
 - a) Meet and Greet Party held the first Saturday night of the Lahaina Games Week;
 - b) The Coach shall appear and speak at the Lahaina Games' opening press conference (held the Sunday morning of Lahaina Games Week unless otherwise noted) with the coaches of the other participating teams. In addition, immediately following the conference, Coach shall participate in 1) a group shot of all eight participating head coaches as well as participate in the Charity Free Throw Contest where the Coach is teamed up with a local Maui student to raise funds for the student's school and 2) a brief one on one Q&A session with attending media;
 - c) The Tip-Off Banquet, an annual dinner that is held the Sunday night at the commencement of Lahaina Games Week. At the Tip-Off Banquet, the Coach will sit at the head table with the other seven coaches and an emcee and make remarks about the Team during the speaking portion of the evening;
 - d) The Coach will have the option of a Game interview (within reason) as requested by the Tournament's television producer during each of the Team's games in the Lahaina Games; and
 - e) Post game press conference onsite at the Arena immediately following each Lahaina Game along with player(s) at the coaches' discretion.

- 5) Unless otherwise indicated, the Team, the Coach and the Staff shall appear at and participate in all of the following activities related to the Opening Game (or other comparable substituted events as determined by Chaminade):
 - 1) The Coach will have the option of a Game interview (within reason) as requested by the Tournament's television producer during the Team's game in the Opening Game; and
 - 2) Post game press conference onsite immediately following the Opening Game along with player(s) at the coaches' discretion.

EXHIBIT B

GUEST SCHOOL REIMBURSEMENT POLICY

Subject to the terms of the Agreement, the Guest School shall be reimbursed (the "Reimbursement") for a travel party, consisting of the Team, the Coach and the Staff, which may include up to a maximum twenty-five (25) members (the "Traveling Party") for a five (5) day, five (5) night stay on the Island of Maui for the Lahaina Games as follows:

Airfare

Airfare for each member of the Traveling Party shall be reimbursed in an amount no more than the non-refundable twenty-one (21) day advance purchase commercial coach round trip tariff airfare that is in effect as of August 15th for November travel between Maui and the nearest airport to the Guest School.

Hotel

Hotel accommodations for up to thirteen (13) rooms (12 rooms and 1 suite) per night for the Traveling Party for each of the five (5) nights on Maui at one of the participating host hotels for the Tournament (as designated by Chaminade). Rooms must be booked through the official Tournament Travel Agency (as designated by Chaminade). If the Guest School chooses to stay at a hotel that is not a host hotel of the Tournament, the Guest School shall pay its own hotel expenses and shall not be reimbursed for any hotel expenses by the Tournament. Each attendee is responsible for its own incidental expenses and other charges while staying at the hotel.

Ground Transportation

A lump sum total of two thousand five hundred (\$2,500) to cover any ground transportation services for the entire Traveling Party.

Per Diem

A per diem of eighty-five dollars (\$85) per day per each member of the Traveling Party for five (5) days shall be reimbursed to the Guest School.

Tickets

The Guest School shall receive twenty-five (25) complimentary tickets, allowing access to the Guest School's three (3) games. Such tickets are intended to be used by the Guest School, and may not be re-sold.

The Guest School shall receive twenty-five (25) complimentary tickets to the Maui Invitational Tournament Tip-Off Banquet. Such tickets are intended to be used by the Traveling Party. If any excess tickets remain, such tickets may be used by the Guest School's officials, boosters and Traveling Party spouses.

The reimbursement policy in this Exhibit B is subject to change; provided, however, that the benefits described above, taken in their entirety, shall not be materially reduced or diminished.